

INTRODUCTION

- [1] This decision determines an application filed by the Landlord with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act*, cap. R-13.11 (the "Act").
- [2] The Landlord seeks an order requiring the Tenant to vacate the Unit for non-payment of rent.

DISPOSITION

- [3] The Tenant must vacate the Unit for non-payment of rent by the timeline below.

BACKGROUND

- [4] The Unit is a single bedroom with shared facilities and common areas in a six-bedroom, two-bathroom single-family dwelling (the "Residential Property") owned by the Landlord.
- [5] On December 22, 2024 the parties signed a written, fixed-term tenancy agreement from January 1, 2025 to December 31, 2025. After the end of the fixed-term, the tenancy continued on a monthly basis. Rent in the amount of \$460.00 is due on the first day of the month.
- [6] On December 24, 2024 the Tenant paid the Landlord a \$460.00 security deposit.
- [7] On December 9, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with an effective date of December 29, 2025 (the "Notice") for non-payment of rent, in the total amount of \$490.00.
- [8] On February 5, 2026 the Landlord emailed the Tenant and the Rental Office a first *Form 2(B) Landlord Application to Determine Dispute* (the "Application") seeking vacant possession of the Unit and for the Sheriff to put the Landlord in possession, which is determined in this decision.
- [9] On February 17, 2026 the Landlord emailed the Tenant and the Rental Office a second *Form 2(B) Landlord Application to Determine Dispute* seeking compensation for rent owing, in the amount of \$1,080.00, which is determined in Order LD26-083.
- [10] On February 20, 2026 the Rental Office emailed the parties notice of a teleconference hearing scheduled for March 10, 2026.
- [11] On March 4, 2026 the Rental Office emailed the parties a 103-page PDF and 1-audio-recording evidence package.
- [12] On March 10, 2026 the Landlord and the Tenant joined the teleconference hearing. The parties confirmed that they received the evidence package and confirmed that all evidence submitted was included.

ISSUE

- A. Must the Tenant vacate the Unit due to the Notice?

ANALYSIS

- [13] The onus is on the Landlord, as the party asserting their claims against the Tenant, to provide clear evidence to establish their claim on a balance of probabilities.
- [14] The Landlord's reason for terminating the tenancy is under subsection 60(1) of the *Act*, which states:

A landlord may end a tenancy if rent is unpaid after the day it is due, by giving a notice of termination effective on a date that is not earlier than 20 days after the date the tenant receives the notice.

- [15] Under the tenancy agreement the Tenant was responsible for paying rent in full by the first day of the month.
- [16] The evidence presented establishes that the Tenant was in rental arrears beginning in November 2025, in the amount of \$30.00.
- [17] The Tenant owed November's rental arrears and December 2025's rent as of December 9, 2025, the date that the Notice was served.
- [18] The evidence presented establishes that the Tenant made an \$80.00 payment on December 15, 2025, which brought the total rental arrears to \$410.00.
- [19] I find that the rent owing was not fully paid within ten days of the Notice being served. Despite the Tenant's \$80.00 payment on December 15, 2025, the total rent amount left outstanding on the Notice was \$410.00. Therefore, the Notice was not invalidated under clause 60(4)(a) of the *Act*, which states:
- Within 10 days after receiving a notice of termination under this section, the tenant may*
(a) pay the overdue rent, in which case the notice of termination has no effect.
- [20] Further, the Tenant did not pay January 2026's rent when it was due. On January 16, 2026 the Tenant's family-member paid the Landlord \$250.00, which left the Tenant's outstanding rental arrears at \$620.00.
- [21] The evidence establishes that the Tenant did not pay February 2026's rent (\$460.00) and March 2026's rent (\$460.00).
- [22] The Tenant did not dispute owing \$1,080.00 plus March 2026 rent.
- [23] The evidence presented establishes that the Tenant currently owes rental arrears for December 2025 (\$160.00), January 2026 (\$460.00), February 2026 (\$460.00), in the total amount of \$1,080.00 plus pro-rated March 2026 rent.
- [24] I find that the evidence does not establish that the Notice was waived, the tenancy was reinstated or a new tenancy was created under section 74 of the *Act*.
- [25] I find that the Notice is valid and the Application for delivery of possession is allowed.
- [26] The Tenant must vacate the Unit by the timeline below.

Tenancy Agreement Content

- [27] Since April 8, 2023 landlords on Prince Edward Island have been required to prepare a written tenancy agreement containing specific information.
- [28] Subsections 11(1) and (2) of the *Act* state:
- (1) *A landlord shall prepare a written tenancy agreement in respect of a tenancy that is entered into on or after the date this Act comes into force.*
 - (2) *The landlord shall ensure that the tenancy agreement complies with the requirements of this Act and the regulations and includes*

- (a) the provisions set out in Division 4;
- (b) the correct legal names of the landlord and tenant;
- (c) the address of the rental unit;
- (d) the date the tenancy agreement is entered into;
- (e) the address for service and telephone number of the landlord, or the landlord's agent, and the tenant;
- (f) the services and facilities included in the rent;
- (g) the amount of rent that was charged, and the services and facilities that were provided, to the previous tenant of the rental unit, unless there was no previous tenant;
- (h) the name and contact information of any person the tenant is to contact for emergency repairs; and
- (i) the agreed terms in respect of
 - (i) the date on which the tenancy starts,
 - (ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis,
 - (iii) if the tenancy is a fixed-term tenancy, the date on which the term ends,
 - (iv) the amount of rent payable for a specified period,
 - (v) the day on which the rent is due and the frequency of payment, and
 - (vi) the amount of any security deposit and the date the security deposit was or is required to be paid.

[29] The Landlord must ensure that all tenancy agreement content complies with the Act.

[30] The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website.

IT IS THEREFORE ORDERED THAT

1. The tenancy between the parties will terminate effective **5:00 p.m. on March 17, 2026.**
2. The Tenant must vacate the Unit by this time and date.
3. A certified copy of this Order may be filed in the Supreme Court and enforced by Sheriff Services as permitted by the Act.

DATED at Charlottetown, Prince Edward Island, this 10th day of March, 2026.

(sgd.) Cody Burke

Cody Burke
Residential Tenancy Officer

NOTICE

Right to Appeal

This Order can be appealed to the Island Regulatory and Appeals Commission (the "Commission") by serving a Notice of Appeal with the Commission and every party to this Order within **7 days of this Order**. If a document is sent electronically after 5:00 p.m., it is considered received the next day that is not a holiday. If a document is sent by mail, it is considered served on the third day after mailing.

Filing with the Court

If no appeal has been made within the noted timelines, this Order can be filed with the Supreme Court of Prince Edward Island and enforced as if it were an order of the Court.